

Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

PHONE (765) 429-4800
FAX PROJ. MGMT. (765) 429-8034
FAX ESTIMATING (765) 429-6464
FAX FRONT DESK (765) 429-5400

AFFIDAVIT and WAIVER OF LIEN

☒ Final ☐ Partial ☐ Payment to Follow

Cindy Carpenter being duly sworn states that s/he is Credit Manager of
(Officer) (Title)

HD Supply Waterworks, LTD

(Contractor)

having contracted with Atlas Excavating, Inc to furnish certain materials

and/or labor as follows: Pipe Fittings for the project known as Western Sanitary Sewer Division III located at
(Description) (Job Name)

West Lafayette, IN and owned by, the Board of Public Works and Safety, City of West Lafayette, and does hereby
(Job Location) (Owner)

Further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

____ Receipt of which is hereby acknowledged, or

____ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned.

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Thirty Four Thousand Nine Hundred Eighty Six and Sixty Five Cents (\$34,986.65)

☒ Receipt of which is hereby acknowledged, or

____ The payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

HD Supply Waterworks, LTD
(Firm)

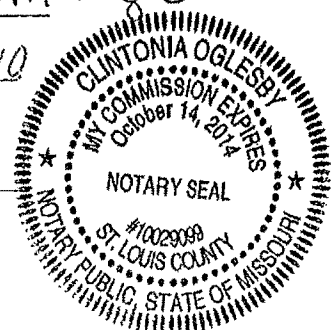
Cindy Carpenter - Credit Manager
(Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 7 day of January 2010

My Commission Expires:

Residing in St. Louis County

Clintonia Oglesby
(Notary Signature)
Clintonia Oglesby
(Printed)



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RECEIVED
JAN 14 2011
ATLAS EXCAVATING, INC.

AFFIDAVIT and WAIVER OF LIEN

☒ Final ☐ Partial ☐ Payment to Follow

Ted V. Cwynar being duly sworn states that s/he is Director Corporate Credit of
(Officer) (Title)

US Pipe & Foundry Co having contracted with Atlas Excavating, Inc to furnish certain materials
(Contractor)

and/or labor as follows: Pipe for the project known as Western Sanitary Sewer Division III located at
(Description) (Job Name)

West Lafayette, IN and owned by, the Board of Public Works and Safety, City of West Lafayette, and does hereby
(Job Location) (Owner)

Further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

☐ Receipt of which is hereby acknowledged, or

☐ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Six Hundred Thirty Two Thousand Eight Hundred Seventy Three and Fifty Eight Cents (\$632,873.58)

☒ Receipt of which is hereby acknowledged, or

☐ The payment of which has been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

US Pipe & Foundry Co Ted V. Cwynar Director Corporate Credit
(Firm) (Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 4 day of January, 2011.

My Commission Expires:

Residing in Jefferson County Julia D. Coggins
(Notary Signature) (Printed)

"We are an equal opportunity employer"

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 22, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Atlas Excavating, Inc.

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December 18, 2009

This is to certify that **Roudebush Grading, Inc.** has completed the subcontract with Atlas Excavating, Inc. on the following project:

Premise Known As: **Western Sanitary Sewer Division III**
Location: **West Lafayette, IN**
Owner: **Board of Public Works and Safety City of West Lafayette**

SUBCONTRACTOR'S FINAL WAIVER OF LIEN

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Seven Thousand Five Hundred Forty One Dollars and 45/100 (\$7,541.45)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Seven Hundred Fifty Four Dollars and Fifteen Cents (\$754.15)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Roudebush Grading, Inc.

By:

Signature

Printed Name & Title

State of IN County of, HAMILTON, ss:

JASON BEZ the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 22 day of DEC 2007. 2009

By:

Notary Public

County of Residence:

MADISON

My Commission Expires:

7/23/17

RECEIVED

DEC 28 2009

ATLAS EXCAVATING, INC.

"We are an equal opportunity employer"

Atlas Excavating, Inc.

4740 SWISHER RD., BUILDING A, WEST LAFAYETTE, IN 47906

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FAX FRONT DESK (765) 429-5400

REC'D DEC 22 2009

December 18, 2009

This is to certify that **Midwest Mole, Inc.** has completed the subcontract with Atlas Excavating, Inc. on the following project:

Premise Known As: **Western Sanitary Sewer Division III**
Location: **West Lafayette, IN**
Owner: **Board of Public Works and Safety City of West Lafayette**

SUBCONTRACTOR'S FINAL WAIVER OF LIEN

The undersigned being first duly sworn, says that he is a subcontractor and if said subcontractor is a corporation that said affiant is dully authorized officer of said corporation in connection with the improvements of the above described project.

The undersigned accepts **Two Hundred Fifty Thousand Four Hundred Seventy Dollars and 00/100 (\$250,470.00)** as total remuneration, and acknowledges receipt of the previous payments for work, material, labor, supplies, services and machinery furnished by undersigned, and upon receipt of final payment of **Twenty Five Thousand Forty Seven Dollars and Zero Cents (\$25,047.00)** and in consideration for such payments, waives and releases any and all statutory of equitable liens or rights to liens for all work, material, labor services or machinery, extras and additions furnished.

The undersigned certifies that all labor, suppliers and material men have been paid in full and there are no claims outstanding that would entitle the holder thereto to claim a lien against said project. Further the undersigned certifies that all federal, state and local fees, assessments, taxes and unemployment contributions on said project have been paid in the manner as at the times prescribed by law and has funds sufficient to pay all future installment obligations to same when they come due.

Midwest Mole, Inc.

By: Joanne P. Edwards
Signature

JOANNE P. EDWARDS, SEC/TREAS.
Printed Name & Title

State of INDIANA County of, MARION, ss:
JOANNE P. EDWARDS the affiant thereto, and if an officer of a corporation known to be duly authorized on behalf of said corporation to me make this affidavit this 22 day of DECEMBER 2007.⁹

By: Deeley Y. Yuskhan
Notary Public

County of Residence: MORGAN

My Commission Expires: 3-15-2010

Atlas Excavating, Inc.

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AFFIDAVIT and WAIVER OF LIEN

☒ Final ☐ Partial ☐ Payment to Follow

T. Michael Scalf being duly sworn states that s/he is Chief Financial Officer of
(Officer) (Title)

Sherman Dixie Concrete Ind. Inc
(Contractor) having contracted with Atlas Excavating, Inc to furnish certain materials

and/or labor as follows: Manholes for the project known as Western Sanitary Sewer Division III located at
(Description) (Job Name)

West Lafayette, IN and owned by, the Board of Public Works and Safety, City of West Lafayette, and does hereby
(Job Location) (Owner)

Further state on behalf of the aforementioned contractor:

(PARTIAL WAIVER) that there is due from the Owner the sum of:

____ Receipt of which is hereby acknowledged, or

____ The payment of which has been promised as the sole consideration for this Affidavit and Partial Waiver of Lien, which is given solely in respect to said amount, and which waiver shall be effective only upon receipt of payment thereof by the undersigned:

(FINAL WAIVER) that the final balance due from the Contractor is the sum of:

Fifty Three Thousand Two Hundred Nine and Eighty Eight Cents (\$53,209.88)

☒ Receipt of which is hereby acknowledged, or

____ The payment of which as been promised as the sole consideration for this Affidavit and Final Waiver of Lien, which shall become effective upon receipt of such payment.

THEREFORE, the undersigned waives and releases unto the Owner and General Contractor of said premises, any and all lien or claim whatsoever on the above-described property and improvements thereon on account of Labor or Material or Both, furnished by the undersigned thereto, subject to limitations or conditions expressed herein, if any; and further certifies that no other party has any claim or right to a lien on account of any work performed or material furnished to the undersigned for said Project, and within the scope of this Affidavit and Waiver.

Sherman Dixie Concrete Ind., Inc. [Signature]
(Firm) (Signature / Title)

WITNESS MY HAND AND NOTARY SEAL, this 28 day of Dec, 2006

My Commission Expires:

Residing in Davidson County

[Signature]
(Notary Signature)
Susan Baker
(Printed)



FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Atlas Excavating, Inc.

to furnish labor and/or materials for (B) _____ work,

under a contract (C) W0901326 _____ for the improvement of the

premises described as (D) WESTERN SANI SWR DIV III

609 WEST NAVAJO STREET

in the City/Village of WEST LAFAYETTE, County of _____, State of IN

of which CITY OF WEST LAFAYETTE is the Owner.

NOW, THEREFORE, this Date 12/17/10 for and in consideration of sum of (E) 704.80

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(Affix corporate seal here)

(F) VESTER & ASSOCIATES INC. (SEAL)

(Signature)

TITLE: Pres

DATE: 12/22/10

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.

FINAL WAIVER OF LIEN

409000
INW.12291

To All Whom It May Concern:

WHEREAS, the undersigned has been engaged by (A) Atlas Excavating, Inc.

to furnish labor and/or materials for (B) MONUMENT work,

under a contract (C) W0901327 for the improvement of the

premises described as (D) WESTERN SANI SWR DIV III

609 WEST NAVAJO STREET

in the City/Village of WEST LAFAYETTE, County of TIPPECANOE, State of IN

of which CITY OF WEST LAFAYETTE is the Owner.

NOW, THEREFORE, this Date 01/28/10 for and in consideration of sum of (E) 450.00

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.



(F) JAMES H. DREW CORPORATION (SEAL)

Gregory A. Peck (SEAL)
(Signature)

Gregory A. Peck

TITLE: Vice President, Operations

DATE: FEBRUARY 4, 2010

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself or herself as partner.